

be submitted to EPA and the State for review within eighteen months of the date of entry of the Consent Decree. Addenda to the Quality Assurance Project Plan shall be prepared by the Settling Work Defendant on an as-needed basis to reflect major changes in analytical methods.

8. Operational Sampling Plan: In conjunction with the Quality Assurance Project Plan, the Settling Work Defendant shall submit, within eighteen months of the date of entry of the Consent Decree, an Operational Sampling Plan which defines the data gathering methods and schedules to be used in performing the sampling and analytical portion of the Operation and Maintenance activities. At a minimum, the Operational Sampling Plan shall address sampling of water treatment system influent and effluent, airborne discharges, and any hazardous materials generated at the Plant Facilities. The monitoring requirements of the domestic water supply permit as issued and amended by the California Department of Health Services shall be incorporated into the Operational Sampling Plan.

9. Health and Safety Plan: The Settling Work Defendant shall submit, within eighteen months of the date of entry of the Consent Decree, a Health and Safety Plan which describes the minimum health, safety, and emergency response

requirements for the Operation and Maintenance activities to be undertaken by the Settling Work Defendant, the Supervising Contractor, and/or the O&M Contractor. The plan shall be prepared in accordance with U.S. Occupational Health and Safety Administration ("OSHA") requirements and any other applicable requirements.

10. Contingency Plan: The Settling Work Defendant shall submit, within eighteen months of the date of entry of the Consent Decree, a Contingency Plan which is written for the local affected population in the event of an accident or emergency at the Site. It shall incorporate an Air Monitoring Plan and a Spill Control and Countermeasures Plan. The following is a suggested list of items that shall be included in the Contingency Plan:

a. Name of the person responsible for responding in the event of an emergency incident;

b. List of key contacts in the local community with phone numbers and addresses and the State and Federal agencies to be involved in the cleanup, as well as local emergency squads and hospitals;

c. First aid and medical information, including names of personnel trained in first aid, a clearly marked map

with the location of medical facilities and all necessary emergency phone numbers for fire, rescue, and local hazardous material teams;

d. An air monitoring plan to assure that the VOC treatment system is meeting the requirements of the South Coast Air Quality Management District. Air monitoring may include personnel monitoring, on-site and/or off-site area monitoring. Trigger concentrations to implement the Contingency Plan shall be specified; and

e. A Spill Control and Countermeasures Plan which shall specify actions to be taken in the event of spills from material handling and/or transportation. The plan shall describe methods, means and facilities required to prevent contamination of soil; water; atmosphere; uncontaminated structures, equipment, or material. It shall specify provisions for equipment and personnel to perform emergency measures required to contain any spillage; to remove and properly dispose of any material that becomes contaminated due to spills; and to decontaminate structure, equipment, or material.

C. Items Triggered by Phase 2 System Operation Date:

1. Designation of O&M Contractor: Pursuant to Section VI (Performance of the Work) of the Consent Decree,

within six months after the Phase 2 System Operation Date, the Settling Work Defendant shall submit to EPA and the State in writing the name, title, and qualifications of its proposed O&M Contractor. Prior to this date, the Settling Work Defendant may submit to EPA and the State a list of contractors for pre-qualification. It is the Settling Work Defendant's responsibility to provide any pre-qualification information to EPA and the State in a time frame that allows for timely designation of the O&M Contractor. The factors to be considered in approving or disapproving the O&M Contractor shall include: professional and ethical reputation; professional certification and/or registration; demonstrated experience in the field of water treatment; ability to meet the requirements of the Staffing Plan to accomplish the O&M tasks in accordance with the Second Stage O&M Work Plan; sufficient business background and financial resources to provide uninterrupted services throughout the life of the project; and ability to provide insurance. Upon its approval of the O&M Contractor, EPA will issue an authorization to proceed.

2. Transition Activities: Commencing no later than one year after the Phase 2 System Operation Date, the Settling Work Defendant and Lockheed Martin shall jointly plan a series of

transition activities under which the Settling Work Defendant shall assume Operation and Maintenance of all Plant Facilities. The Settling Work Defendant shall assume Operation and Maintenance of all Plant Facilities on the Date of Commencement, which will occur approximately two years after the Phase 2 System Operation Date.¹

D. Other Items:

1. Selection of Cost Consultant: Pursuant to Section XIV (Funding of Response Activities) of the Consent Decree, by January 1, 1999, Lockheed Martin and the Settling Work Defendant shall jointly notify EPA in writing of the name, title, and qualifications of the proposed Cost Consultant. Prior to this date, Lockheed Martin and the Settling Work Defendant may submit to EPA a list of consultants for pre-qualification. It is the joint responsibility of Lockheed Martin and the Settling Work Defendant to provide any pre-qualification information to EPA in a time frame that allows for timely designation of the Cost Consultant. The factors to be considered in approving or disapproving the Cost Consultant shall be based on: professional and ethical reputation; professional certification; experience in

¹See Consent Decree for further detail.

the type of cost estimating and budgeting activities to be performed; sufficient capacity (professional, technical and support staff) to accomplish the project tasks according to the Work Schedule; and sufficient business background and financial resources to provide uninterrupted services.

2. Deliverables: The Settling Work Defendant shall submit three copies of each deliverable identified in the Work Schedule to the EPA Project Coordinator.

3. Final Inspection: At the end of the time period for which the Settling Work Defendant is required to perform O&M Activities pursuant to the Consent Decree, EPA shall conduct a final review of records and inspection of the Plant Facilities. The inspection shall be a necessary part of approving or disapproving the Certificate of Completion pursuant to Section XV (Certificate of Completion) of the Consent Decree.

4. Determination of Decommissioning/Dismantling of Plant Facilities: In conjunction with the process of reviewing the Certificate of Completion for the Burbank OU Interim Remedial Action, EPA will make a determination as to whether all or a portion of the Plant Facilities shall be decommissioned/dismantled. At least ninety days prior to the date that the Settling Work Defendant anticipates that the Work will have been

fully performed, the Settling Work Defendant and the Settling Defendants may voice their respective opinions to EPA on whether all or a portion of the Plant Facilities shall be decommissioned/dismantled. In order to facilitate this process, the Settling Work Defendant shall notify the Project Coordinators for the Settling Defendants at least ninety days prior to the date that the Settling Work Defendant anticipates that the Work will have been fully performed, that a written request for Certification of Completion has been submitted to EPA.

III. Operational Compliance Determinations

A. Period of Operation and Maintenance: The Settling Work Defendant shall perform Operation and Maintenance Activities on the Plant Facilities as required under Section VI (Performance of the Work) of the Consent Decree, for a period of eighteen years. This period of Operation and Maintenance shall commence on the Date of Commencement, which will occur approximately two years after the Phase 2 System Operation Date.²

B. Cumulative Pumping Credit: If the quantity of groundwater extracted as part of the Burbank OU Interim Remedy exceeds the requirements of the First and Second Consent Decrees,

²See Consent Decree for further detail.

then the excess quantity shall accumulate as a credit. This credit will be measured in units of gallons and will be known as the Cumulative Pumping Credit. The credit will accumulate and "carry over" from day to day and from year to year, and will be used for compliance determination purposes, as described below.

1. Status on the Date of Commencement: On the Date of Commencement, the Cumulative Pumping Credit that has been accumulated throughout Phase 1 and Phase 2 up to the Date of Commencement shall be credited in full to the Settling Work Defendant. Should the Cumulative Pumping Credit be a negative number upon assumption of O&M Activities by the Settling Work Defendant, the credit will be reset to zero on the Date of Commencement.

2. Additions to and Subtractions from the Cumulative Pumping Credit: On each non-Maintenance Day, beginning on the Date of Commencement, the sum of the amount of groundwater, in gallons, pumped from the Burbank OU Extraction Wellfield and the City of Burbank GAC Wellfield shall be compared with the amount, in gallons, required under Section VI (Performance of the Work) of the Consent Decree. For the purposes of making this comparison, the amount of pumpage, in gallons, required under the Consent Decree shall be the same each day and shall be calculated

as follows:

$$(9,000 \text{ gallons/minute}) \times (60 \text{ minutes/hour}) \times (24 \text{ hours/day}) = 12,960,000 \text{ gallons/day}$$

a. On each day when in excess of 12,960,000 gallons is pumped from a combination of the Burbank OU Extraction Wellfield and the City of Burbank GAC Wellfield, that excess amount will be added to the Cumulative Pumping Credit as follows:

$$PC' = PC + (GPBOU + GPGAC - 12,960,000)$$

where

PC' = new Cumulative Pumping Credit (gallons)

PC = old Cumulative Pumping Credit (gallons)

GPBOU = number of gallons pumped for the day from the
Burbank Operable Unit wellfield

GPGAC = number of gallons pumped for the day from the City
of Burbank GAC Wellfield

b. On days when less than a total of 12,960,000 gallons is pumped from a combination of the Burbank OU Extraction Wellfield and the City of Burbank GAC Wellfield, except on high nitrate days (see Section III.B.4. below), the difference between 12,960,000 gallons and the amount actually pumped will be

deducted from the Cumulative Pumping Credit as follows:

$$PC' = PC - (12,960,000 - GPBOU - GPGAC)$$

Where

PC' = new Cumulative Pumping Credit (gallons)

PC = old Cumulative Pumping Credit (gallons)

GPBOU = number of gallons pumped for the day from the
Burbank Operable Unit wellfield

GPGAC = number of gallons pumped for the day from the City
of Burbank GAC Wellfield

3. Effect of Maintenance Days on the Cumulative Pumping Credit: On each day which the Settling Work Defendant designates as a Maintenance Day (which need not be a full day, but may be a portion of a day), if the amount of groundwater pumped for the day exceeds 12,960,000 gallons, the amount in excess of 12,960,000 gallons shall be added to the Cumulative Pumping Credit according to Section III.B.2.a., but the Cumulative Maintenance Credit (see Section III.C. below) shall not change.

If the amount of groundwater pumped by the Settling Work Defendant on the designated Maintenance Day is less than

12,960,000 gallons, the Cumulative Pumping Credit shall not change, but the Cumulative Maintenance Credit will decrease as follows:

$$MC' = MC - (12,960,000 - GPBOU - GPGAC)$$

where

MC' = new Cumulative Maintenance Credit

MC = old Cumulative Maintenance Credit

GPBOU = number of gallons pumped for the day from the
Burbank Operable Unit extraction wellfield

GPGAC = number of gallons pumped for the day from the City
of Burbank GAC Wellfield

4. Effect of High Nitrate Days on the Cumulative Pumping Credit: A High Nitrate Day is defined as a day on which nitrate levels in groundwater pumped from the Burbank OU Extraction Wellfield (as measured at or near the Point of Delivery) are equal to or greater than 50 milligrams per liter as nitrate. On each High Nitrate Day when the quantity of groundwater pumped from a combination of the Burbank OU Extraction Wellfield and the City of Burbank GAC Wellfield exceeds 12,960,000 gallons, that excess amount shall be added to

the Cumulative Pumping Credit according to Section III.B.2.a.

On each High Nitrate Day when the quantity of groundwater pumped from a combination of the Burbank OU Extraction Wellfield and the City of Burbank GAC Wellfield falls below 12,960,000 gallons (due to high nitrate concentrations and not for other reasons, e.g. maintenance), the Cumulative Pumping Credit shall increase according to the following formula:

$$PC' = PC + I$$

where

PC' = new Cumulative Pumping Credit

PC = old Cumulative Pumping Credit

I = increase to the pumping credit (I will be set to zero should the following calculation yield a negative number)

and

$$I = CWD - 12,960,000$$

where

CWD = actual metered City Water Demand on the High Nitrate Day

5. Determining Compliance using the Cumulative